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To:	FACSIMILE No.:	TELEPHONE No.:
Mail Stop Amendment Commissioner for Patents P.O. Box 1450 Arlington, VA 22313-1450	(571) 273-8300	() -
ATTENTION:	<i>Examiner:</i> PHAN, R. <i>Art Unit:</i> 2181	

FROM:		TELEPHONE No.:
Peter Zawilski, Reg. No. 43,305		(408) 474 - 9063
RE:	<i>Serial No.:</i> 09/640,729 <i>Attorney Docket No.:</i> D99107	

TRANSMISSION INCLUDES:

7 Pages (including cover sheet)

Power of Attorney w/ Statement under 37 CFR 3.73(b) -2 pages

Deed of Transfer of Patents -4 pages

CERTIFICATE OF TRANSMISSION UNDER 37 CFR 1.8	
I hereby certify that this correspondence is being facsimile transmitted to the Patent and Trademark Office at the number listed above	
on <u>20 OCT 2008</u> 2008	by <u>Peter Zawilski</u> Peter Zawilski



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PTO/SB/61 (07-08)

Approved for use through 12/31/2008, OMB 0651-0035

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POWER OF ATTORNEY OR REVOCATION OF POWER OF ATTORNEY WITH A NEW POWER OF ATTORNEY AND CHANGE OF CORRESPONDENCE ADDRESS	Application Number	09/640729
	Filing Date	Aug 17, 2000
	First Named Inventor	Hertwig, Alex
	Title	Memory Sharing Arrangement for an Integrated Multiprocessor System
	Art Unit	2181
	Examiner Name	PHAN, R.
	Attorney Docket Number	D99107

I hereby revoke all previous powers of attorney given in the above-identified application.

☐ A Power of Attorney is submitted herewith.

OR

☒ I hereby appoint Practitioner(s) associated with the following Customer Number as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith:

65913

OR

☐ I hereby appoint Practitioner(s) named below as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith:

Practitioner(s) Name	Registration Number

Please recognize or change the correspondence address for the above-identified application to:

☒ The address associated with the above-mentioned Customer Number.

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I am the:

☐ Applicant/Inventor.

OR

☒ Assignee of record of the entire interest. See 37 CFR 3.71.

Statement under 37 CFR 3.73(b) (Form PTO/SB/98) submitted herewith or filed on _____

SIGNATURE of Applicant or Assignee of Record

Signature	<i>Peter S. Zawlski</i>	Date	20 OCT 2008
Name	Peter S. Zawlski, Reg. No. 43,305	Telephone	(408) 474-9063
Title and Company	Authorized Representative, NXP, B.V.		

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

☒ Total of 1 forms are submitted.

This collection of information is required by 37 CFR 1.31, 1.32 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: NXP, B.V.Application No./Patent No.: 09/640729 Filed/Issue Date: Aug 17, 2000Entitled: Memory Sharing Arrangement for an Integrated Multiprocessor SystemNXP, B.V., a corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest
(The extent (by percentage) of its ownership interest is _____ %)

In the patent application/patent identified above by virtue of either:

A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☐ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

(NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08)

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Peter Zawilski
Signature

20 OCT 2008
Date

Peter S. Zawilski, Reg. No. 43,305
Printed or Typed Name

(408) 474-9063
Telephone Number

Authorized Representative
Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

DEED OF TRANSFER OF PATENTS**THE UNDERSIGNED:**

1. **Koninklijke Philips Electronics N.V.**, a limited liability company incorporated in the Netherlands, with corporate seat in Eindhoven, the Netherlands, and address at Groenewoudseweg 1, 5261 BA Eindhoven, the Netherlands ("Royal Philips");
2. **U.S. Philips Corporation ("USPC")**, a company incorporated in the United States of America, with an address at 1251 Avenue of the Americas, New York, NY 10020, USA, which is an Associated Company of Royal Philips;

and

3. **NXP B.V.**, a limited liability company incorporated in the Netherlands, with corporate seat in Eindhoven, the Netherlands, and address at High Tech Campus 60, 5656 AG Eindhoven, the Netherlands ("NXP"),

hereinafter also collectively referred to as the "Parties",

HAVE AGREED AS FOLLOWS:**1. Definitions**

When used in this Deed, the following capitalized terms shall have the meaning set forth below:

"Annex" shall mean the annex to this Deed.

"Associated Companies" shall mean any one or more entities, which is (are) directly or indirectly owned or controlled by Royal Philips or NXP, respectively, but any such entity shall only be deemed an Associated Company for the period such ownership or control exists. For the purposes of this definition, (i) Royal Philips or NXP shall be deemed to own and/or control an entity if more than 50% (fifty per cent) of the voting stock of such entity, ordinarily entitled to vote for the election of directors (or, if there is no such stock more than 50% (fifty per cent) of the ownership or control in such entity) is held by and consolidated in the annual accounts of Royal Philips or NXP, respectively, and (ii) NXP and its Associated Companies shall not be deemed Associated Companies of Royal Philips, irrespective of Royal Philips' share in NXP;

"Deed" shall mean this deed of transfer of the Patents listed in the Annex;

"Patents" shall mean any patents, petty patents, provisionals, utility models or applications therefor, including any divisions, continuations, continuations-in-part, re-examinations, renewals and re-issues thereof in any country of the world.

2. Transfer of ownership of Patents; license to Royal Philips

On certain terms and conditions as specified in an intellectual property transfer and license agreement dated 28 September 2006 concluded between Royal Philips and NXP, Royal Philips has assigned and agreed to transfer and cause its relevant Associated Companies (including USPC) to transfer the legal title to the Patents listed in the Annex to NXP:

- (i) subject to Royal Philips and its Associated Companies retaining a license under such Patents;

- (ii) subject to all prior commitments and prior undertakings vis-à-vis third parties entered into by Royal Philips and its Associated Companies and all arrangements between (a) entities belonging to NXP and its Associated Companies and (b) entities remaining with Royal Philips and its Associated Companies;
- (iii) in the event NXP agrees with a third party to pledge, or otherwise encumber, any of the Patents, subject to the obligation of NXP to agree with such third party that such third party shall respect the licenses mentioned under (i) and the prior commitments, prior undertakings and arrangements under (ii), and that such third party shall impose these obligations on any other beneficiary/transferee of any of the Patents by way of a perpetual clause; and
- (iv) in the event that (a) any of the Patents listed in the Annex is pledged, (b) NXP is under the obligation to register, or otherwise intends to register, such pledge at the relevant patent authorities, and (c) the license retained by Royal Philips and its Associated Companies cannot be secured in the registration of the pledge, subject to the obligation of NXP to register such license at the relevant patent authorities prior to registering such pledge;

and NXP has accepted such assignment and transfer.

3. Variation to Deed

No variation, extension, cancellation or translation of any expressed terms of this Deed (including the Annex) shall be binding upon Royal Philips nor USPC unless made in writing and signed by a duly authorized representative of Royal Philips or USPC respectively.

4. Additional assignment documents; further assurance

In the event that in addition to this Deed NXP has to submit other documents to patent authorities in order to effectuate the recordal of the assignment and transfer of the Patents listed in the Annex and the license to Royal Philips and its Associated Companies under such Patents, NXP hereby warrants and guarantees that such other documents will not contain language that in any way prejudices the provisions of this Deed. Royal Philips, USPC and NXP shall, at each other's request, execute and do (or procure to be executed and done by any of their respective Associated Companies) all such deeds, documents, acts and things as the requesting party may from time to time reasonably require in order to effectuate or to formalize the transfer of the Patents to NXP on a jurisdiction by jurisdiction basis, to cause the Patents to be recorded at the relevant patent registers around the world in the name of NXP or its designated Associated Companies, and to cause the license under the Patents retained by Royal Philips and its Associated Companies to be recorded at the relevant patent registers around the world.

5. Observance of legal requirements

NXP undertakes to observe and act in accordance with all applicable legal conditions and terms required in order to effectuate the recordal of the assignment and transfer of the Patents listed in the Annex and the license to Royal Philips and its Associated Companies under such Patents.

6. Power of Attorney

Royal Philips and USPC hereby grant full and irrevocable power of attorney to NXP and its Associated Companies, to submit this Deed and the Annex hereto (and, where

necessary, a translation thereof) to the patent authorities of the territories in which the Patents listed in the Annex are registered or applied for, and to request those authorities to record in the appropriate registers:

- (i) the transfer of the legal title to the Patents listed in the Annex from Royal Philips and USPC to NXP or the relevant Associated Company indicated by NXP; and
- (ii) the license under such Patents from NXP or such relevant Associated Company to Royal Philips and its Associated Companies.

7. Costs for recordal

The costs for the recordal of the assignment and transfer of the Patents in the relevant registers will be borne by NXP.

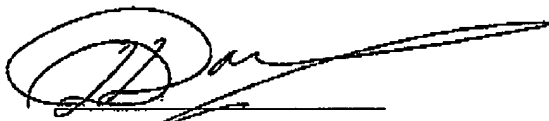
8. Applicable law and jurisdiction


This Deed shall be governed by and construed in accordance with the laws of The Netherlands, regardless of its conflict of law principles. Any dispute between the Parties arising out of or in connection with this Deed, including any question regarding its existence, validity or termination, shall be submitted to the competent courts of The Hague, The Netherlands, without prejudice to the right of either Party to seek injunctive relief in any place where an infringement of rights occurs or threatens to occur.

IN EVIDENCE WHEREOF, the Parties have caused this Deed to be signed by their duly authorized representatives on Sep 19, 2007.

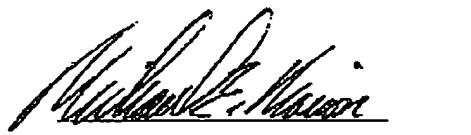
Koninklijke Philips Electronics N.V.

NXP B.V.


Name: D.H. Damer
Title: Authorized Representative


Name: Hans Ponnings
Title: Senior Vice President

U.S. Philips Corporation


Name: MICHAEL E. MARIANI
Title: AUTHORIZED SIGNATORY

19 September 2007

PH	Priority date	Filing date	Region	Application no.	Publication no.	Grant no.	Grant date	Applicant1	Applicant2
AT000001	17-Jan-00	12-Jan-01	US	06/759177	2002-0031031-A1			U.S. PHILIPS CORPORATION	
B 034387	29-Jul-99	26-Jul-00	US	06/618635				U.S. PHILIPS CORPORATION	
D 096085	31-Jul-99	30-Jul-99	US	06/265212				U.S. PHILIPS CORPORATION	
D 099001	24-Jan-99	24-Dec-99	US	09/4823843				U.S. PHILIPS CORPORATION	
D 096066	30-Sep-98	21-Sep-99	US	06/555303				U.S. PHILIPS CORPORATION	
D 099097	30-Sep-98	21-Sep-99	US	06/555301				U.S. PHILIPS CORPORATION	
D 099099	30-Sep-98	17-Sep-99	US	06/555305				U.S. PHILIPS CORPORATION	
D 099107	21-Aug-99	17-Aug-00	US	06/540729				U.S. PHILIPS CORPORATION	
D 099150	19-Oct-98	10-Oct-00	US	05/088376				U.S. PHILIPS CORPORATION	KONINKLIJKE PHILIPS ELECTRONICS N.V.
DE000002	08-Jan-00	27-Dec-00	US	06/749142		7190953	13-Mar-07	U.S. PHILIPS CORPORATION	
DE000035	28-Feb-00	28-Feb-01	US	06/785000				U.S. PHILIPS CORPORATION	
F 068824	22-Dec-98	13-Dec-99	US	09/622459				U.S. PHILIPS CORPORATION	
FR000006	21-Mar-00	14-Mar-01	US	09/978227	2002-0168713-A1			U.S. PHILIPS CORPORATION	
FR020004	30-Jan-02	24-Jan-03	US	10/360899	2003-0177187-A1	7200547	05-Apr-07	U.S. PHILIPS CORPORATION	
GB000052	25-May-00	26-Jan-01	US	09/772324	2001-0048748-A1			U.S. PHILIPS CORPORATION	
J 068016	26-Aug-99	24-Aug-00	US	09/830376				U.S. PHILIPS CORPORATION	
M 013178	18-Dec-99	02-Aug-02	US	10/211885	2002-0196888-A1			U.S. PHILIPS CORPORATION	
M 016698	12-Dec-97	08-Dec-98	US	09/940919	2001-0014913-A1			U.S. PHILIPS CORPORATION	
N 018779	20-Feb-98	19-Feb-99	US	09/263078				U.S. PHILIPS CORPORATION	
N 017073	05-Sep-98	03-Sep-99	US	09/289828				U.S. PHILIPS CORPORATION	
N 017438	17-May-98	17-May-99	US	09/513037	2002-0036870-A1	7155587	28-Dec-08	U.S. PHILIPS CORPORATION	
N 017454	19-May-98	25-May-00	US	09/572955				U.S. PHILIPS CORPORATION	
N 017455	27-May-98	25-May-00	US	09/574430				U.S. PHILIPS CORPORATION	
N 017809	08-Sep-99	08-Sep-99	US	09/391818				U.S. PHILIPS CORPORATION	
N 017751	01-Dec-98	27-Nov-00	US	09/860480				U.S. PHILIPS CORPORATION	
NL000075	28-Feb-00	28-Feb-01	US	06/784943	2001-0020285-A1			U.S. PHILIPS CORPORATION	
O 093519	22-May-99	27-Feb-03	US	10/275729	2003-0128771-A1			U.S. PHILIPS CORPORATION	
O 093531	21-Jul-98	04-Mar-03	US	10/282262				U.S. PHILIPS CORPORATION	
O 093540	30-Sep-98	27-Sep-99	US	09/406650				U.S. PHILIPS CORPORATION	
O 099803	28-Jan-99	19-Jan-00	US	09/487151				U.S. PHILIPS CORPORATION	
O 097534	22-Jul-99	13-Jul-00	US	06/821628		7159243	02-Jan-07	U.S. PHILIPS CORPORATION	U.S. PHILIPS CORPORATION
US020000	13-Sep-02	13-Sep-02	US	10/242785	2004-0054887-A1			KONINKLIJKE PHILIPS ELECTRONICS N.V.	
US040228	21-May-04	20-May-05	EP	5747257.3	1756715-A			U.S. PHILIPS CORPORATION	NXP B.V.

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